

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

IN RE:)	
)	CASE NO. 11-36605-KRH
Monique Denise Edmonds)	
)	CHAPTER 13
Debtor.)	

NOTICE OF MOTION TO APPROVE LOAN MODIFICATION AGREEMENT

PLEASE TAKE NOTE: The Debtor, Monique Denise Edmonds, has filed papers with the court to Modify Loan Terms.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the Motion, or if you want the court to consider your view on the Motion then you or your attorney must, **on or before twenty-eight (28) days after service of this motion:**

[X] File with the court, at the address shown below, a written request for a hearing. If you mail your request for hearing (or response) to the Court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above.

Clerk of the Court
United States Bankruptcy Court
701 East Broad Street, Suite 4000
Richmond, VA 23219-1888

You must also mail a copy of any such response to:

Christian D. DeGuzman, Esquire
The Debt Law Group, PLLC
JANAF Office Building
5900 E. Virginia Beach Blvd., Suite 507
Norfolk, VA 23502

Carl M. Bates, Esquire
Chapter 13 Trustee
PO Box 1819
Richmond, VA 23218

[X] Attend a hearing to be scheduled at a later date. You will receive separate notice of hearing. **If no timely response has been filed opposing the relief requested, the court may grant the relief without holding a hearing.**

[] Attend the hearing on the motion (or objection) scheduled to be held on _____ at _____ a.m. at the United States Bankruptcy Court, Eastern District of Virginia, Richmond Division, Judge Huennekens' Courtroom, 701 E. Broad St., Rm. 5000, Richmond, Virginia.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an Order granting the relief.

Dated: August 3, 2012

/s/ Christian D. DeGuzman

Christian D. DeGuzman, VSB# 79336

CERTIFICATE OF SERVICE

I hereby certify that on this August 3, 2012, a copy of this document was mailed, first class, postage prepaid, to all necessary parties attached hereto.

Carl M. Bates, Esquire
Chapter 13 Trustee
PO Box 1819
Richmond, VA 23218
Served Electronically and by First Class Mail

Monique Denise Edmonds
8011 Provincetown Drive
Richmond, VA 23235
Served by First Class Mail

Trenita Jackson Stewart, on behalf of Creditor Wells Fargo Home Mortgage
13135 Lee Jackson Highway, Suite 201
Fairfax, VA 22033
Served Electronically and First Class Mail

/s/ Christian D. DeGuzman

Christian D. DeGuzman, Esq.

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MOTION TO APPROVE LOAN MODIFICATION AGREEMENT

COMES NOW Monique Denise Edmonds, (the “Debtor”), by counsel, and in support of his Motion to Approve Loan Modification Agreement (hereinafter “Motion”) alleges and states as follows, to-wit:

1. The Bankruptcy Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §1471 and 11 U.S.C. §362.
2. On October 18, 2011, the Debtor filed for relief under Chapter 13 of the Bankruptcy Code. Carl M. Bates is the Trustee of the Debtor’s case.
3. The Debtor is the owner of certain real property located at 8011 Provincetown Drive, Richmond, VA 23235 (the “Property”) and described more fully as:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING IN CLOVER HILL DISTRICT, CHESTERFIELD COUNTY, VIRGINIA AND BEING DESIGNATED AS LOT 1, BLOCK P, PROVIDENCE GREEN, SECTION C, AS SHOWN ON PLAT BY BREMNER, YOUNGBLOOD, SHARP, INC., RECORDED IN THE CLERK’S OFFICE, CIRCUIT COURT, COUNTY OF CHESTERFIELD, VIRGINIA, IN PLAT BOOK 20, PAGE 12, REFERENCE TO WHICH PLAT IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREBY CONVEYED.

THE ABOVE PROPERTY IS CONVEYED SUBJECT TO THE TERMS OF A CERTAIN MASTER DEED WITH RESTRICTIVE COVENANTS ESTABLISHING A HORIZONTAL PROPERTY REGIME UNDER THE PROVISIONS OF THE HORIZONTAL PROPERTY ACT, CODE OF VIRGINIA OF 1950, AS AMENDED, SECTION 55-79.1 ET SEQ. THE DEED WAS RECORDED IN THE

CLERK'S OFFICE, CIRCUIT COURT, COUNTY OF CHESTERFIELD, VIRGINIA, ON FEBRUARY 23, 1973, IN DEED BOOK 1072, PAGE 539.

BEING THE SAME REAL ESTATE CONVEYED TO MONIQUE EDMONDS BY DEED DATED AUGUST 20, 2003 FROM ANN C. LEWIS AND RECORDED IN THE CIRCUIT COURT, CLERK'S OFFICE, CHESTERFIELD COUNTY IMMEDIATELY PRIOR HERETO.

4. Debtor and Wells Fargo Home Mortgage ("Lender") engaged in settlement discussions and have reached an Agreement of Loan Modification ("Agreement") on the following Deed of Trust:
 - a. Deed of Trust Note ("Note") dated October 2, 2003 which Note is Secured by a Deed of Trust of even date therewith and duly recorded on the Subject Property.
 - b. Current Unpaid principal balance: \$104,516.85.
5. The interest rate on the Note shall be reduced from 4.875% to 4.125% and will remain at the rate of 4.125% until September 1, 2042, the date of maturity.
6. Debtor shall make monthly payments of \$506.54 beginning on October 1, 2012 for 360 months.
7. All other terms of the Note shall remain effective and enforceable as set forth in said Note.

WHEREFORE, Monique Denise Edmonds, by counsel, prays this Court enter its Order to Approve Loan Modification Agreement.

Respectfully submitted,

Monique Denise Edmonds
By Counsel

Christian D. DeGuzman, Esquire
The Debt Law Group, PLLC
JANAF Office Building
5900 E. Virginia Beach Blvd., Suite 507
Norfolk, VA 23502
757-333-7336 (ph)
757-333-7873 (fax)

By: /s/ Christian D. DeGuzman
Christian D. DeGuzman, VSB #79336
Counsel for Debtor

CERTIFICATE OF SERVICE

I hereby certify that on this August 3, 2012, a copy of this document was mailed, first class, postage prepaid, to all necessary parties attached hereto.

Carl M. Bates, Esquire
Chapter 13 Trustee
PO Box 1819
Richmond, VA 23218
Served Electronically and by First Class Mail

Monique Denise Edmonds
8011 Provincetown Drive
Richmond, VA 23235
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Trenita Jackson Stewart, on behalf of Creditor Wells Fargo Home Mortgage
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/s/ Christian D. DeGuzman, Esq.
Christian D. DeGuzman, Esq.

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ORDER APPROVING LOAN MODIFICATION AGREEMENT

THIS CAUSE came on this day to consider the Motion to Approve Loan Modification Agreement (“Motion”) filed herein by Monique Denise Edmonds, Debtor (hereinafter "Debtor"). The Court, having reviewed the pleadings filed herein and being fully advised in the premises, orders as follows, to-wit:

IT APPEARING TO THE COURT that Wells Fargo Home Mortgage (“Lender”) has offered a Loan Modification Agreement to the Debtor of a certain Deed of Trust Note by the Debtor with The White Oak Mortgage Group, LLC of a certain Deed of Trust Note dated October 2, 2003, which note is secured by a Deed of Trust of even date therewith and duly recorded on the subject Property; and

IT FURTHER APPEARING TO THE COURT that the Lender holds a secured interest in certain real property titled in the name of the Debtor located at 8011 Provincetown Drive, Richmond, VA 23235 (the “Property”), and described more fully as:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING, LYING AND BEING IN CLOVER HILL DISTRICT, CHESTERFIELD COUNTY, VIRGINIA AND BEING DESIGNATED AS LOT 1, BLOCK P, PROVIDENCE GREEN, SECTION C, AS SHOWN ON PLAT BY BREMNER, YOUNGBLOOD, SHARP, INC., RECORDED IN THE CLERK’S OFFICE, CIRCUIT COURT, COUNTY OF CHESTERFIELD, VIRGINIA, IN PLAT BOOK 20, PAGE 12, REFERENCE TO WHICH PLAT IS HEREBY MADE FOR A MORE

PARTICULAR DESCRIPTION OF THE PROPERTY HEREBY CONVEYED.

THE ABOVE PROPERTY IS CONVEYED SUBJECT TO THE TERMS OF A CERTAIN MASTER DEED WITH RESTRICTIVE COVENANTS ESTABLISHING A HORIZONTAL PROPERTY REGIME UNDER THE PROVISIONS OF THE HORIZONTAL PROPERTY ACT, CODE OF VIRGINIA OF 1950, AS AMENDED, SECTION 55-79.1 ET SEQ. THE DEED WAS RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT, COUNTY OF CHESTERFIELD, VIRGINIA, ON FEBRUARY 23, 1973, IN DEED BOOK 1072, PAGE 539.

BEING THE SAME REAL ESTATE CONVEYED TO MONIQUE EDMONDS BY DEED DATED AUGUST 20, 2003 FROM ANN C. LEWIS AND RECORDED IN THE CIRCUIT COURT, CLERK'S OFFICE, CHESTERFIELD COUNTY IMMEDIATELY PRIOR HERETO.

IT FURTHER APPEARING TO THE COURT that the Lender and Debtor have engaged in further settlement discussions and have reached an agreement ("Agreement") with respect to the loan terms of the Note referenced in Debtor's Motion and the Debtor and the Lender have been informed of the terms of this Agreement;

IT FURTHER APPEARING TO THE COURT that said Agreement is fair and reasonable;

IT FURTHER APPEARING TO THE COURT that the Trustee was served with the Debtor's Motion; it is hereby

ORDERED that the Motion is granted and Debtor and the Lender may enter into a loan modification agreement, the terms of which are referenced in Debtor's Motion and below, and which are set forth as follows:

1. The interest rate on the Note shall be reduced from 4.875% to 4.125% and will remain at the rate of 4.125% until September 1, 2042, the date of maturity.
2. Debtor shall make monthly payments of \$506.54 beginning on October 1, 2012 for 360 months.
3. All other terms of the Note shall remain effective and enforceable as set forth in said

Note.

WHEREFORE it is hereby ORDERED that the Debtor and Lender have the authority to enter into the Loan Modification Agreement with the aforesaid terms; and

WHEREFORE all arrears having been included in the new principal balance, it is hereby ORDERED that the Debtor and the Trustee is relieved from making payments on the arrears claim. However, in the event that the loan modification is not successful, Lender or its authorized agents, may forward a letter to Debtor's Counsel and the Chapter 13 Trustee, advising that the loan modification was not successful. Such letter shall request that any arrears that were previously being paid through the Debtor's Chapter 13 case, be reinstated. The letter shall request endorsement from Debtors counsel and the Chapter 13 Trustee and upon such endorsements, shall be filed with the Court and upon all such endorsements being present, the Chapter 13 Trustee shall begin making payments towards the arrearage claim.

Signed this _____ day of _____, 2012

United States Bankruptcy Judge

I ASK FOR THIS:

/s/ Christian D. DeGuzman
Christian D. DeGuzman, VSB#79336
The Debt Law Group, PLLC
JANAF Office Building
5900 E. Virginia Beach Blvd., Suite 507
Norfolk, VA 23502
Counsel for Debtor

SEEN AND AGREED:

Carl M. Bates, Trustee